

CAIN & HERREN, ALC
ATTORNEYS AT LAW

Michael J. Collins #9087
2141 W. Vineyard Street
Wailuku, Hawai'i 96793
Tel: (808) 242-9350
Fax: (808) 242-6139
Email: mike@cainandherren.com

*Attorneys for Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and
PICASSO TRIGGER COMPANY LLC*

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

JTH Tax LLC, doing business as
Liberty Tax Service,

Plaintiff,

vs.

OWEN H. D'SOUZA; NORMA C.
D'SOUZA; PICASSO TRIGGER
COMPANY LLC,

Defendants.

1:20-CV-00087 JAO-KJM
(840 Trademark)

DEFENDANTS OWEN H.
D'SOUZA, NORMA C.
D'SOUZA, and PICASSO
TRIGGER COMPANY LLC'S
ANSWER TO COMPLAINT
AND SUMMONS

**DEFENDANTS OWEN H. D'SOUZA, NORMA C. D'SOUZA, and
PICASSO TRIGGER COMPANY LLC'S
ANSWER TO COMPLAINT AND SUMMONS**

AND NOW, Comes Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC'S (hereinafter "Defendants"), by and through their attorneys, CAIN & HERREN, ALC, and in answering the Complaint filed February 24, 2020, in this action, aver as follows:

1. Paragraph 1 does not contain allegations and thus does not need to be answered. To the extent it does need to be answered, it is DENIED.

2. It is DENIED that Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC hid revenue or breached its contract to Plaintiff. Specific proof of same will be demanded at trial.

3. It is DENIED that Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC deceived the public or made use of Plaintiff's confidential material. Specific proof of same will be demanded at trial.

4. Paragraph 4 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, no injunction is needed as there is no infringement. Any business activity that Defendants are engaged in is separate and apart from Plaintiff and its franchise material. Specific proof of same will be demanded at trial.

5. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 5. Therefore the allegations contained therein are DENIED.

6. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 6. Therefore the allegations contained therein are DENIED.

7. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 7. Therefore the allegations contained therein are DENIED.

8. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 8. Therefore the allegations contained therein are DENIED.

9. Admitted.

10. Admitted.

11. Admitted.

12. Admitted.

13. It is DENIED that Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC are operating a business that is competing with Plaintiff's business. Specific proof of this will be demanded at trial.

14. Admitted.

15. Paragraph 15 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, it is denied that Plaintiff's claims fall under the Lanham Act and the DTSA. Such matters can be addressed in a dispositive motion.

16. Paragraph 16 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, it is denied that Plaintiff's Complaint contains allegations that establish diversity of citizenship jurisdiction. Such matters can be addressed in a dispositive motion.

17. Paragraph 17 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, venue is only proper if substantive jurisdiction is proper. However, the basis of substantive jurisdiction appears to be an unanswered legal question.

18. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 18. Therefore the allegations contained therein are DENIED.

19. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 19. Therefore the allegations contained therein are DENIED.

20. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 20. Therefore the allegations contained therein are DENIED.

21. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 21. Therefore the allegations contained therein are DENIED.

22. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 22. Therefore the allegations contained therein are DENIED.

23. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 23. Therefore the allegations contained therein are DENIED.

24. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 24. Therefore the allegations contained therein are DENIED.

25. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25. Therefore the allegations contained therein are DENIED.

26. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 26. Therefore the allegations contained therein are DENIED.

27. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 27. Therefore the allegations contained therein are DENIED.

28. Admitted.

29. Admitted.

30. Paragraph 30 does not contain allegations and thus does not need to be answered. To the extent it does need to be answered, it is DENIED.

31. Paragraph 31 does not contain allegations and thus does not need to be answered. To the extent it does need to be answered, it is DENIED.

32. Admitted.

33. Admitted.

34. Admitted.

35. It is DENIED that Plaintiff provided Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC training. Specific proof of same will be demanded at trial.

36. Admitted.

37. Paragraph 37 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the obligations Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

38. Paragraph 38 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the fees and royalties Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

39. Paragraph 39 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the fees and royalties Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

40. Paragraph 40 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the interest rate Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

41. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 41. Therefore the allegations contained therein are DENIED.

42. Paragraph 42 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

43. Paragraph 43 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

44. Paragraph 44 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

45. Paragraph 45 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of

further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

46. Paragraph 46 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

47. Paragraph 47 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

48. Paragraph 48 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

49. Paragraph 49 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of

further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

50. Paragraph 50 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC made no such concession.

51. Paragraph 51 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC made no such waiver.

52. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 52. Therefore the allegations contained therein are DENIED.

53. Paragraph 53 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC made no such acknowledgement.

54. Paragraph 54 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of

further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

55. Paragraph 55 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

56. Paragraph 56 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to what Plaintiff was entitled to.

57. Paragraph 57 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, it is denied that Plaintiff's Complaint contains allegations that establish Virginia law as the governing law. Such matters can be addressed in a dispositive motion.

58. Paragraph 58 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms

Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

59. Paragraph 59 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

60. Paragraph 60 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the amount due and owing, if any, is in dispute and is a matter for a trial.

61. Paragraph 61 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

62. Paragraph 62 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO

TRIGGER COMPANY LLC agreed to. Any attorneys fees awarded must be reasonable and relevant to the terms of the Agreement. Specific proof of same will be demanded at trial.

63. Paragraph 63 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

64. Paragraph 64 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

66. Paragraph 66 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, it is denied that Plaintiff's Complaint contains allegations that establish Virginia law as the governing law. Such matters can be addressed in a dispositive motion.

67. Paragraph 67 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of

further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

68. Paragraph 68 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

69. Paragraph 69 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

70. Paragraph 70 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

71 Paragraph 71 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of

further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

72. DENIED. The office and phone number are inaccurate.

73. DENIED. The phone number is inaccurate.

74. It is DENIED that Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC diverted business. Specific proof of same will be demanded at trial.

75. Paragraph 75 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, it is DENIED that that is an accurate description of the law.

76. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 76. Therefore the allegations contained therein are DENIED.

77. It is DENIED that Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC were operating a competing tax business. Specific proof of same will be demanded at trial.

78. It is DENIED that Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC were operating a competing tax business. Specific proof of same will be demanded at trial.

79. DENIED. Specific proof of same will be demanded at trial.

80. DENIED. Specific proof of same will be demanded at trial.

81. Admitted.

82. DENIED. Specific proof of same will be demanded at trial.

83. Admitted.

84. DENIED. Specific proof of same will be demanded at trial.

85. DENIED. Specific proof of same will be demanded at trial.

86. DENIED. Specific proof of same will be demanded at trial.

87. DENIED. Specific proof of same will be demanded at trial.

88. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 88. Therefore the allegations contained therein are DENIED.

89. DENIED. Specific proof of same will be demanded at trial.

90. DENIED. Specific proof of same will be demanded at trial.

91. DENIED. Specific proof of same will be demanded at trial.

92. DENIED. Specific proof of same will be demanded at trial.

93. It is DENIED that Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC were operating a competing tax business. Specific proof of same will be demanded at trial.

94. It is DENIED that Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC were operating a competing tax business. Specific proof of same will be demanded at trial.

95. It is DENIED that Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC were operating a competing tax business. Specific proof of same will be demanded at trial.

96. It is DENIED that Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC are in violation of the Agreement. Specific proof of same will be demanded at trial.

97. DENIED. Specific proof of same will be demanded at trial.

98. DENIED. Specific proof of same will be demanded at trial.

99. DENIED. Specific proof of same will be demanded at trial.

100. DENIED. Specific proof of same will be demanded at trial.

101. DENIED. Specific proof of same will be demanded at trial.

102. DENIED. Specific proof of same will be demanded at trial.

103. DENIED. Specific proof of same will be demanded at trial.

104. DENIED. Specific proof of same will be demanded at trial.

105. It is DENIED that Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC are operating a competing tax business. Specific proof of same will be demanded at trial.

106. Admitted.

107. DENIED. Specific proof of same will be demanded at trial.

108. Paragraph 108 does not contain allegations and thus does not need to be answered. To the extent it does need to be answered, it is DENIED.

109. Paragraph 109 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, it is DENIED that the Franchise Agreements are valid and enforceable. That is a matter to be decided by dispositive motion.

110. DENIED. Specific proof of same will be demanded at trial.

111. Paragraph 111 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

112. Paragraph 112 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

113. DENIED. Specific proof of same will be demanded at trial.

114. Paragraph 114 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

115. It is DENIED that Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC are operating a competing tax business. Specific proof of same will be demanded at trial.

116. Paragraph 116 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

117. DENIED. Specific proof of same will be demanded at trial.

118. Paragraph 118 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, it is DENIED that Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC materially breached the Agreement. Specific proof of same will be demanded at trial.

119. DENIED. Specific proof of same will be demanded at trial.

120. DENIED. Specific proof of same will be demanded at trial.

121. DENIED. Specific proof of same will be demanded at trial.

122. DENIED. Specific proof of same will be demanded at trial.

123. Paragraph 123 does not contain allegations and thus does not need to be answered. To the extent it does need to be answered, it is DENIED.

124. Paragraph 124 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, it is DENIED that the Franchise Agreements are valid and enforceable. That is a matter to be decided by dispositive motion.

125. DENIED. Specific proof of same will be demanded at trial.

126. DENIED. Specific proof of same will be demanded at trial.

127. DENIED. Specific proof of same will be demanded at trial.

128. Paragraph 128 does not contain allegations and thus does not need to be answered. To the extent it does need to be answered, it is DENIED.

129. Paragraph 129 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

130. DENIED. Specific proof of same will be demanded at trial.

131. DENIED. Specific proof of same will be demanded at trial.

132. Paragraph 132 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

133. Paragraph 133 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

134. DENIED. Specific proof of same will be demanded at trial.

135. DENIED. Specific proof of same will be demanded at trial.

136. DENIED. Specific proof of same will be demanded at trial.

137. Paragraph 137 does not contain allegations and thus does not need to be answered. To the extent it does need to be answered, it is DENIED.

138. Paragraph 138 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms

Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

139. DENIED. Specific proof of same will be demanded at trial.

140. DENIED. Specific proof of same will be demanded at trial.

141. DENIED. Specific proof of same will be demanded at trial.

142. Paragraph 142 does not contain allegations and thus does not need to be answered. To the extent it does need to be answered, it is DENIED.

143. Paragraph 143 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, it is DENIED that the Franchise Agreements are valid and enforceable. That is a matter to be decided by dispositive motion.

144. DENIED. Specific proof of same will be demanded at trial.

145. Paragraph 138 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the specific language of the agreements speak better to the terms Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC agreed to.

146. It is DENIED that Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC are operating a business

that is competing with Plaintiff's business. Specific proof of this will be demanded at trial.

147. DENIED. Specific proof of same will be demanded at trial.

148. DENIED. Specific proof of same will be demanded at trial.

149. DENIED. Specific proof of same will be demanded at trial.

150. DENIED. Specific proof of same will be demanded at trial.

151. DENIED. Specific proof of same will be demanded at trial.

152. Paragraph 152 does not contain allegations and thus does not need to be answered. To the extent it does need to be answered, it is DENIED.

153. DENIED. Specific proof of same will be demanded at trial.

155. Paragraph 155 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, there is no infringement. Any business activity that Defendants are engaged in is separate and apart from Plaintiff and its franchise material. Specific proof of same will be demanded at trial.

156. DENIED. Specific proof of same will be demanded at trial.

157. DENIED. Specific proof of same will be demanded at trial.

158. Paragraph 158 does not contain allegations and thus does not need to be answered. To the extent it does need to be answered, it is DENIED.

159. Paragraph 159 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, there is no false designation of origin or misrepresentation. Specific proof of same will be demanded at trial.

160. DENIED. Specific proof of same will be demanded at trial.

161. DENIED. Specific proof of same will be demanded at trial.

162. DENIED. Specific proof of same will be demanded at trial.

163. Paragraph 163 does not contain allegations and thus does not need to be answered. To the extent it does need to be answered, it is DENIED.

164. DENIED. Specific proof of same will be demanded at trial.

165. DENIED. Specific proof of same will be demanded at trial.

166. DENIED. Specific proof of same will be demanded at trial.

167. Paragraph 167 does not contain allegations and thus does not need to be answered. To the extent it does need to be answered, it is DENIED.

168. Paragraph 168 does not contain allegations and thus does not need to be answered. To the extent it does need to be answered, it is DENIED.

169. Paragraph 169 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the statute speaks for itself and any conclusions drawn therefrom are DENIED.

170. DENIED. Specific proof of same will be demanded at trial.

171. DENIED. Specific proof of same will be demanded at trial.

172. DENIED. Specific proof of same will be demanded at trial.

173. DENIED. Specific proof of same will be demanded at trial.

174. DENIED. Specific proof of same will be demanded at trial.

175. DENIED. Specific proof of same will be demanded at trial.

176. DENIED. Specific proof of same will be demanded at trial.

177. DENIED. Specific proof of same will be demanded at trial.

178. DENIED. Specific proof of same will be demanded at trial.

179. DENIED. Specific proof of same will be demanded at trial.

180. DENIED. Specific proof of same will be demanded at trial.

181. DENIED. Specific proof of same will be demanded at trial.

181. DENIED. Specific proof of same will be demanded at trial.

182. DENIED. Specific proof of same will be demanded at trial.

183. Paragraph 183 does not contain allegations and thus does not need to be answered. To the extent it does need to be answered, it is DENIED.

184. DENIED. Specific proof of same will be demanded at trial.

185. DENIED. Specific proof of same will be demanded at trial.

186. DENIED. Specific proof of same will be demanded at trial.

187. DENIED. Specific proof of same will be demanded at trial.

188. DENIED. Specific proof of same will be demanded at trial.

189. DENIED. Specific proof of same will be demanded at trial.

190. Paragraph 190 does not contain allegations and thus does not need to be answered. To the extent it does need to be answered, it is DENIED.

191. Paragraph 191 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, the statute speaks for itself and any conclusions drawn therefrom are DENIED.

192. DENIED. Specific proof of same will be demanded at trial.

193. DENIED. Specific proof of same will be demanded at trial.

194. DENIED. Specific proof of same will be demanded at trial.

195. Paragraph 195 contains legal conclusions and thus does not need to be answered. To the extent it does need to be answered, it is DENIED. By way of further answer, this Court should not award injunctive relief unless and until there is an evidentiary hearing on the matter.

196. DENIED. Plaintiff's claims are meritless.

197. DENIED. Specific proof of same will be demanded at trial.

198. DENIED. Specific proof of same will be demanded at trial.

199. DENIED. Specific proof of same will be demanded at trial.

200. DENIED. Specific proof of same will be demanded at trial.

201. DENIED. Specific proof of same will be demanded at trial.

202. DENIED. Specific proof of same will be demanded at trial.

203. Paragraph 203 does not contain allegations and thus does not need to be answered. To the extent it does need to be answered, it is DENIED.

204. DENIED. A trial will demonstrate there is no competition and no infringement.

205. DENIED. Specific proof of same will be demanded at trial.

WHEREFORE, Defendants OWEN H. D'SOUZA, NORMA C. D'SOUZA, and PICASSO TRIGGER COMPANY LLC hereby request that this Honorable Court DISMISS WITH PREJUDICE the Complaint, award the Defendants costs and fees for defending this suit, and enter any such order and relief that the Court may deem fit.

Dated: Wailuku, Maui, Hawaii, Tuesday, January 26, 2021.

CAIN & HERREN, ALC



Michael J. Collins, Esq.

Attorneys for Defendants

OWEN H. D'SOUZA,

NORMA C. D'SOUZA, and

PICASSO TRIGGER COMPANY LLC